

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
www.purchasing.utah.gov

Request for Proposal Agency Contract

Solicitation Number: **JG6045**Due Date: **02/15/06 AT 5:00PM**

Date Sent: January 31, 2006

Goods and services to be purchased: **INFORMATION TECHNOLOGY CONSULTING FOR CUBS PROJECT PHASE II.****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: JG6045

Due Date: 02/15/06

Vendor Name:

INFORMATION TECHNOLOGY CONSULTING FOR CUBS PROJECT PHASE II PER ATTACHED SPECIFICATIONS.

Changes or Modifications to Procurement:

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the Division of Purchasing. Any other form is not binding. Bidders submitting a bid on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL JARED GARDNER AT (801) 538-3342.

RX#:600 61000000036

COMMODITY CODE(S): 91828, 91829

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The register and contract awards are posted under "Vendor Info" at www.purchasing.utah.gov. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

13. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

REQUEST FOR PROPOSAL
IT Consulting Services – CUBS PHASE II
Utah Department of Workforce Services
Solicitation # JG 6045

1. General RFP Information:

- 1.1. **Purpose of Request for Proposal (RFP):** The Utah Department of Workforce Services (DWS), hereinafter known as the Department, is requesting proposals from vendors to enter into a contract with one or more firms to provide information technology assistance for the Comprehensive Unemployment Benefits System (CUBS) computer information system. The firm(s) will provide computer-programming services to develop, maintain, modify, and support the Comprehensive Unemployment Benefits System (CUBS) information system in PHASE II of the CUBS project. Up to five positions will be filled by this RFP.
- 1.2. **Background Information:** The Utah Department of Workforce Services (DWS), with the assistance of several consulting firms presently providing CUBS Phase I consulting services, developed CUBS Phase I to replace the older GUIDE (General Unemployment Insurance Development Effort) information system. CUBS Phase I provided DWS with a new, reliable, comprehensive unemployment insurance benefits system. Current CUBS Phase I information systems functionality allows claims to be filed, generates payments to claimants, allows administrative changes to a claimants account, assigns correct benefit ratio charges to employers, and provides accurate reporting to all interested entities.
- 1.3. **Proposals:** This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.
- 1.4. **Issuing Office and RFP Reference Number:** The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah Department of Workforce Services. The reference number for the transaction is Solicitation # JG6045. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.
- 1.5. **Submission and Review of Your Proposal:**
 - 1.5.1. **Submission Requirements:** One original and five identical copies of your proposal must be received no later (NLT) than 5pm Wednesday, February 15, 2006, at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.
 - 1.5.2. **Review of Your Proposal:** Once proposals have been received, they will be initially reviewed for Offerors meeting the stated qualification requirements (reference paragraph 2.1) and for responsiveness to the proposal submittal requirements identified in the RFP. Proposals meeting these requirements will be considered responsive to the RFP, and will then be evaluated to determine "best value", using the evaluation criteria referenced in section 4.
- 1.6. **Award.** A contract may be established with the Offeror whose proposal has been determined to be the "best value" for the State. There is no guarantee contract(s) will be awarded, or that any extensions will be awarded. The State reserves the right to cancel this solicitation at any time and not award a contract(s) if it is in the best interest of the State.
 - 1.6.1. **Length of Contract:** It is anticipated that this RFP will result in a multiple award contract (awarded to more than one vendor). The Contract resulting from this RFP may be awarded for a period of up to twelve (12) months.

- 1.6.2. **Extension to Initial Contract:** The contract may be extended beyond the original contract period for up to two (2) additional extensions of one (1) year each at the State's discretion and by mutual agreement.
- 1.7. **State of Utah Modified Contract Terms and Conditions:** Any contract resulting from this RFP will include the State's modified terms and conditions, at paragraph 8 of this RFP.
- 1.8. **Department of Workforce Services Modified Contract Terms and Conditions:** Any contract resulting from this RFP will include the Department's modified terms and conditions, at paragraph 9 of this RFP.
- 1.9. **Discussions with Offerors (Oral Presentation):** An oral presentation by the Offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.
- 1.10. **Proprietary Information:** The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information requested to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.
- 1.11. **Bonding Requirements:** Not required for this solicitation.
- 1.12. **Terminology Definitions:** This section contains definitions throughout this document, including appropriate abbreviations.
- 1.12.1. **Contractor:** Successful offeror who enters into a binding contract.
- 1.12.2. **Determination:** A decision by Department's Source Selection Evaluation Team, and endorsed by the Procurement Manager, including finding of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
- 1.12.3. **Desirable:** The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").
- 1.12.4. **Evaluation Team Recommendation:** A written recommendation prepared by the Procurement Manager and the evaluation team for submission to State Purchasing for contract award, containing **all written determinations resulting from the evaluation of proposals, based on predetermined criteria.**
- 1.12.5. **Finalist:** An Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors are sufficiently high to qualify that Offeror for further consideration by the evaluation team.
- 1.12.6. **Mandatory:** The terms "must", "shall", "will", "is required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.
- 1.12.7. **Offeror:** Any person, corporation, partnership, or joint venture that chooses to submit a proposal.
- 1.12.8. **Procurement Manager:** A person or designee authorized by the Agency to manage or administer procurements requiring the evaluation of competitive sealed proposals.
- 1.12.9. **Request for Proposals:** An "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

1.12.10. **Responsible Offeror:** Offeror who submits a responsive proposal and who has furnished, as required, data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

1.12.11. **Responsive Offer or Responsive Proposal:** Offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

1.12.12. **Source Selection Evaluation Team (SSET):** Body or committee appointed by Utah department of Workforce Services management, consisting of at least five members, to perform the evaluation of Offeror proposals.

1.12.13. **Overall Project Timeline**

1.12.13.1. RFP Release by State Purchasing: Wednesday, February 1, 2006

1.12.13.2. RFP Responses Due from Vendors: **5pm Wednesday, February 15, 2006.**

1.12.13.3. RFP Evaluation Period: February 16 thru 20, 2006.

1.12.13.4. Tentative Contract Award Date: February 20, 2006.

2. **Vendor Qualifications and Detailed Scope of Work:** To be considered for this RFP, Offerors shall meet or exceed the following minimum requirements. The best-qualified candidates will combine the highest levels and broadest range of skills in the specified areas. The firm shall provide the following skills in the capacities of several individuals, who will work on-site to meet the needs described in sections 2.1 and 2.4.

2.1. **Offeror Qualification Requirements.** To be considered for this RFP, offerors should meet or exceed the following minimum requirements. Vendors are required to provide current resumes for the individuals that they propose for this project. The resumes must specifically describe their training, certification levels, and experience, including description of the development environments, with the following:

2.1.1. **Versata Developer (2 people):** Must have experience in these areas:

2.1.1.1. Current version of Versata

2.1.1.2. Versata Application suite

2.1.1.3. Versata mentoring

2.1.1.4. Versata project technical lead

2.1.1.5. Business Rule Creation

2.1.1.6. Display and archetype creation

2.1.1.7. Business analysis and design

2.1.1.8. Java

2.1.1.9. Oracle database

2.1.1.10. SQL

2.1.1.11. Teamwork skills

2.1.1.12. Utah unemployment insurance business purposes

2.1.2. **Appeals Project Coordinator:** Must have experience in these areas:

2.1.2.1. Knowledge of appeals process

2.1.2.2. Project coordination

2.1.2.3. Project management tools

2.1.2.4. Experience with a variety of project management methods including iterative and Rapid Development

2.1.2.5. Utah unemployment insurance business processes

2.1.2.6. Utah appeals business processes

2.1.3. **Versata Interface Specialist:** Must have experience in these areas:

2.1.3.1. Unemployment insurance business processes and interfaces

2.1.3.2. Ability to model interface data structures

- 2.1.3.3. Familiarity with third party software and tools to provide and improve interfaces to Versata
- 2.1.3.4. Document imaging technology and methodology
- 2.1.3.5. BMI imaging environment
- 2.1.3.6. Object Oriented methodology
- 2.1.3.7. Java
- 2.1.3.8. Oracle
- 2.1.3.9. SQL

2.1.4. **Database Architect:** Must have experience in these areas:

- 2.1.4.1. Data modeling in large relational projects
- 2.1.4.2. Currency in Oracle 9i
- 2.1.4.3. Oracle tools experience including Oracle Designer
- 2.1.4.4. PLSQL
- 2.1.4.5. Instructor of relational database structure
- 2.1.4.6. Unemployment insurance business processes
- 2.1.4.7. Knowledge of Versata development tools
- 2.1.4.8. SQL performance tuning
- 2.1.4.9. Oracle database performance tuning
- 2.1.4.10. Availability for off-hours support of production systems.

2.2. **Facilities to be provided by Department.** The Department of Workforce Services will provide working space, networking connections, desk, telephone, and related services at the Department's Salt Lake City, Utah facility for the services described in this RFP. The Department of Workforce Services will not pay for any relocation expenses incurred by contractor personnel.

2.3. **Offeror's Commencement of Work.** Work must commence as soon as reasonably possible following contract award, without any unnecessary delay.

2.4. **Scope of Work:**

- 2.4.1. Code Versata Business Rules from business analysis in flow charts and interviews with business users.
- 2.4.2. Perform software development including code, test, error detection and code fix in an iterative methodology.
- 2.4.3. Share skills with DWS programmers through direct mentoring and knowledge sharing.
- 2.4.4. Maximize Versata methodology through emphasis on business rule development in the project to resolve business rule conflicts.
- 2.4.5. Integrate developed software in coordination with other process development in the project to resolve business rule conflicts.
- 2.4.6. Document all software development activities.
- 2.4.7. Specify, design and code Cubs Phase II software applications to include Cubs enhancements and modifications and integration of the Appeals application.
- 2.4.8. Design data model for Appeals application and assist in integration of that data model into the Cubs database. Integrate enhancement and maintenance database changes into Cubs database as needed.

2.5. **Department Review and Acceptance of Final Product:** Within fourteen days of receipt from Offeror, the DWS CUBS Development Project Manager will review, and make a determination whether to accept progress on the scope of work / deliverables defined in section 2.4.

2.6. **Project Management Coordination with Department.** The Department and vendor plan a successful project implementation. However, to assist successful project implementation, provide sufficient high-level oversight of the vendor's project for the Department, and assure clear lines of responsibility and authority, the following shall occur:

- 2.6.1. **Department Project Oversight and Coordination Manager.** The Utah Department of Workforce Services shall designate a Department Project Oversight and Coordination Manager, who will be responsible for coordination with the vendor for day to day activities under the contract. The Department Project Oversight and Coordination Manager's responsibilities shall include, but are not limited to: review

and acceptance of vendor tasks and deliverables; resolution of system design or other project issues needed by the vendor on behalf of the Department; and also serve as the primary Department contact with the contractor.

- 2.6.2. **Contractor Project Manager.** The Contractor is required to identify in its bid proposal one individual who will manage the project for the contractor and be responsible for all aspects of the contractor's performance in connection with all deliverables, on-site vendor personnel, and services provided as a result of this RFP.
- 2.7. **Project Status Reports.** The Contractor is required to provide the Department Project Oversight and Coordination Manager with bi-weekly status reports on project progress, exceptions, scheduling and staffing, and any issues needing timely resolution to assure the system / services are placed into production by the scheduled date.

3. Proposal Preparation and Submission Instructions:

- 3.1. **Organization of Proposal.** In order to be deemed responsive to this RFP, the Offeror must divide their proposal into the following five sections.
 - 3.1.1. **RFP Form (Section 1 of 5):** The State's RFP form shall be completed and signed by a representative authorized to bind the Offeror.
 - 3.1.2. **Executive Summary (Section 2 of 5):** The one or two page executive summary will briefly describe the Offeror's proposal. The summary should highlight major features of the proposal. It must indicate any requirements that cannot be met by the Offeror. Members of the evaluation team should be able to determine the essence of the proposal by reading the executive summary. Proprietary information reports should be identified in this section.
 - 3.1.3. **Detailed Response (Section 3 of 5):** This section should constitute the major portion of the proposal and must contain at a minimum, the following information:
 - 3.1.3.1. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - 3.1.3.2. A specific point-by-point response, in the order listed, to each requirement in the RFP.
 - 3.1.4. **Cost Proposal (Section 4 of 5):** Cost will be evaluated independently from the technical proposal. All costs proposed must be a fully loaded hourly rate. Please enumerate all costs in the format as described in Section 6 - Cost Proposal Form.
 - 3.1.5. **Reference Material (Section 5 of 5):**
 - 3.1.5.1. Provide names and contact information of three (3) references concerning technical knowledge, skills, and abilities in working with the technologies and tools described in section 2.1.
 - 3.1.5.2. Provide names and contact information of three (3) references concerning knowledge, skills, abilities, and experience in working on similar projects.
- 3.2. **Preparation of Proposals.** These are general guidelines concerning preparation of proposals, in addition to the specific mandatory requirements described in section 3.1.
 - 3.2.1. **Prepare Simple and Economical Proposals.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities of the Offeror. Emphasis should be on completeness and clarity of content.
 - 3.2.2. **State Not Liable for Vendor Costs to Prepare Proposals.** The State is not liable for costs incurred by offeror's prior to the issuance of any agreement or contract, nor will State pay for information solicited or obtained.
- 3.3. **Pre-Proposal Conference.** None planned – we will use electronic format described at 3.3.1.

3.3.1. Pre-Bid Vendor Questions If any vendor has technical and general questions, or requests for clarification, regarding any aspect of the proposal, the question(s) should be submitted via e-mail to alancarsen@utah.gov. If any questions are received, the responses to questions, and all answers to all vendor questions for this RFP will be published as an addendum to the RFP. Questions must be submitted via e-mail to alancarsen@utah.gov prior to 5pm, Wednesday, February 8, 2006. Questions and requests for clarifications will not be considered by the State after this deadline.

3.3.2. State's Right to Amend RFP: The State reserves the right to amend this RFP at any time prior to the due date. Any addenda containing revisions will be furnished to all prospective firms via posting of the addenda on the State Purchasing web site.

3.4. Submission of Proposal:

3.4.1. Proposal Format Must be Followed: In order to be considered for selection, Offeror must submit a response using the format specified in this RFP.

3.4.2. Proposals Must be Received Timely: Proposals must be received by State Purchasing and be stamped "received" on or before **5 PM, Wednesday, February 15, 2006**. Proposals received after the deadline will be late and ineligible to receive further consideration.

Proposals Sent to and Number of Copies: Proposals must be submitted to Utah State Purchasing with an original and five (5) additional copies. Proposals must be sent to:

State of Utah Division of Purchasing
3150 State Office Building
Capitol Hill
Salt Lake City, Utah
84114-1061

3.4.3. RFP Reference Number on Sealed Proposals: The RFP reference number must appear on the envelope or box containing your proposal.

3.4.4. State Reserves Right to Waive Irregularities in Proposals: The State reserves the right to waive any irregularity in any proposal received, or negotiate changes with the Offeror, if it is in the State's best interest to do so.

3.4.5. State Reserves Right to Reject Proposals: The State reserves the right to reject any and all proposals received in response to this RFP.

4. Proposal Evaluation and Selection Procedures:

4.1. Objective. The objective of the proposal evaluation and selection process is to select the Offeror whose proposed services have the highest degree of reliability and whose performance can be expected to best meet the State's requirements at the lowest overall cost to the State.

4.2. Initial Evaluation. Each proposal will first be evaluated against the mandatory proposal requirements (reference paragraph 1.3 and 2.1). Proposals that fail to comply with mandatory requirements will be rejected and will not receive further consideration.

4.3. Detailed Evaluation. A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. A Source Selection Evaluation Team will be established. Members of the team will score each proposal according to pre-established evaluation criteria and weights for relative importance. Scores from each team member will be combined into a composite score for each offer.

4.4. Source Selection Evaluation Team. The team will be composed of at least five evaluators.

4.5. Evaluation Criteria. The following criteria with associated weights shall be used in the detailed evaluation.

4.5.1. Cost Proposal. This area shall have a weight of 35%. Cost shall be evaluated to determine reliability; completeness to ensure that all aspects of cost have been considered; and that proposed costs are reflective of current market conditions. The Offeror who has the lowest cost shall receive the highest cost proposal evaluation points.

4.5.2. Current DWS Business Function Knowledge. This area shall have a weight of 20%. The offeror with the strongest knowledge of the current business functions of the Department's Unemployment Insurance business environment shall receive the highest evaluation. The Offeror must specifically state the individuals that will be working on the project, and describe the skills of each person. Any substitution of proposed personnel during contract performance which is different from those proposed in the RFP response require the joint agreement between the DWS project manager and the contractors project manager.

4.5.3. Offeror's IT Skills. This area shall have a weight of 35%. The Offeror who has the most competent background and knowledge of the tools and development environment required to complete this project shall receive the highest score in this area. The Offeror must specifically state the individual that will be working on the project, and describe the person's skills. Any substitution of proposed personnel during contract performance which is different from those proposed in the RFP response requires the joint agreement between the DWS project manager and the contractor's project manager.

4.5.4. Demonstrated Experience. This area shall have a weight of 10%. The description and reference lists of previous work related to this proposed project and development tools will be evaluated. The Offeror with the most experience and expertise in this type of project and tool set shall receive the highest score in this area. The Offeror must specifically state the individual that will be working on the project, and describe the skills of the person.

4.5.5. Criteria Scoring. For all criteria, scoring will range from zero (0) (non-responsive) to five (5) (excellent). Raw scores will be multiplied by the relative weight to determine a score for each criterion.

4.6. Oral Presentations. Offerors whose proposals are determined to be reasonably viable of being selected for contract award (a finalist) may be required to deliver oral presentations to the Source Selection Evaluation Team. Presentations will be for the purpose of clarifying an understanding of requirements, technical background, previous experience with similar projects, or other aspects of the proposal. Proposals may be accepted without oral presentations. Scoring will be finalized using the above criteria after oral presentations, if any, using the above criteria. Oral presentations will be made at the Offeror's expense.

4.7. Selection

4.7.1. Offeror Achieving Highest Score. The Offeror achieving the highest overall score will be selected for contract award.

4.7.2. Notification to Unsuccessful Offerors. Unsuccessful Offerors will be notified in writing.

4.8. Formal Debriefings. A formal debriefing of the Offeror's proposal evaluation is not planned. Written questions pertaining to the successful Offeror's proposal are permitted and will be answered promptly in writing.

5. Contract Award. The State of Utah's Division of Purchasing and General Services will complete the contract award.

5.1. The Contract: State of Utah Contract Form FI84: The standard State Division of Finance Form FI84, "State of Utah Contract" will be used as a contract document, with the following additions incorporated as part of the contract awarded, if any:

5.1.1.1. Original RFP and any Amendments to the RFP.

5.1.1.2. RFP Pre-Bid Vendor Questions and Minutes.

5.1.1.3. Offeror's Response to the RFP.

5.1.1.4. *Modified State Standard Terms and Conditions.*

5.1.1.5. *Modified Utah Department of Workforce Services Terms and Conditions.*

5.2. Payment Schedule. Payments to the Contractor shall be made within thirty days of receipt by the State of an accurate invoice and Project Manager certification of acceptable completion of work based upon receipt of a detailed invoice from the contractor.

5.3. Wages. The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State, and local laws and ordinances.

5.4. Invoicing. The Contractor shall submit invoices for authorization to pay to:

Utah Department of Workforce Services
Attn: Mark Vanorden
140 East 300 South
Salt Lake City, Utah 84111

5.5. Payment of Invoices: Payment of invoices will be sent via mail, or may be paid electronically at the discretion of the State. The State reserves the right to correct invoices. Each invoice must contain a unique invoice number and a customer account number, plus detail of work completed (e.g. time x rate).

5.6. Non-Assignment. The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Purchasing Agent or the Project Manager of the Utah Department of Workforce Services. The provision of monies due under this contract shall not be assignable without prior written approval from the Purchasing agent and the Project Manager of the Utah Department of Workforce Services.

5.7. Complete Contract. This contract is intended by the parties as a final expression of their agreement, and supersedes all prior communications, representations and agreement, oral and written, between the parties with respect to the subject matter contained herein. The parties also intend this contract to be a complete and exclusive statement of the terms of their agreement. This contract may not be modified or terminated orally, and no claimed modification, rescission, or waiver shall be binding on the STATE unless in writing, signed by a duly authorized representative of the STATE.

6. Sample of Cost Proposal Format:

COST PROPOSAL

Bidder Name: _____

Provide a proposed price for the services identified in your technical offer. This price must identify all anticipated costs billed to the State.

All proposed costs must be presented as a fully loaded hourly rate.

1. Service Fees – First 12 months \$ _____

Provide pricing for proposed services for the potential single, twelve-month extension to provide these services:

2.	Service Fees – Potential 12 month Extension #1	\$ _____
3.	Service Fees – Potential 12 month Extension #2	\$ _____

7. RFP Evaluation Score sheet

**CUBS Developer Technical Consulting Services
RFP EVALUATION SCORESHEET – Versata Developer**

Firm Name:
Evaluator:
Date:

Score will be assigned as follows:

- 0 = No response, no experience, not qualified
- 1 = Inadequate, fails to meet needs
- 2 = Fair, partially responsive
- 3 = Acceptable, meets minimum requirements
- 4 = Above average, exceeds minimum in some areas
- 5 = Extensive experience, excellent quality

	Score (0-5)	Weight	Points
Current DWS Unemployment Insurance Business Function Knowledge (20 points possible)			
1. Knowledge of unemployment insurance (UI) business environment, UI laws, and UI regulations.		4	
Offeror's IT Skills (35 points possible)			
1. Versata 5.6.2 experience		1	
2. Versata application development		1	
3. Versata project technical lead		1	
4. Business Rule creation		1	
5. Java programming language		1	
6. Oracle database		1	
7. SQL and db tools.		1	
Demonstrated Experience (10 points possible)			
1. Teamwork skills		1	
2. Experience with other large software development projects.		1	
Cost - To be completed by Division of Purchasing (35 points possible)			
TOTAL SCORE:			

CUBS Developer Technical Consulting Services
RFP EVALUATION SCORESHEET – Appeals Project Coordinator

Firm Name:
 Evaluator:
 Date:

Score will be assigned as follows:

- 0 = No response, no experience, not qualified
- 1 = Inadequate, fails to meet needs
- 2 = Fair, partially responsive
- 3 = Acceptable, meets minimum requirements
- 4 = Above average, exceeds minimum in some areas
- 5 = Extensive experience, excellent quality

	Score (0-5)	Weight	Points
Current DWS Unemployment Insurance Business Function Knowledge (20 points possible) <ul style="list-style-type: none"> 1. Knowledge of unemployment insurance (UI) business environment, UI laws, and UI regulations. 2. Knowledge of UI Appeals process 		2 2	
Offeror's IT Skills (35 points possible) <ul style="list-style-type: none"> 1. Design of Appeals process 2. Project coordination 3. Project Management Tools 4. Project management methods including iterative and Rapid Development methodologies 		2 2 1 2	
Demonstrated Experience (10 points possible) <ul style="list-style-type: none"> 5. Teamwork skills 6. Experience with other large software development projects. 		1 1	
Cost - To be completed by Division of Purchasing (35 points possible)			
TOTAL SCORE:			

CUBS Developer Technical Consulting Services
RFP EVALUATION SCORESHEET – Versata Interface Specialist

Firm Name:
 Evaluator:
 Date:

Score will be assigned as follows:

- 0 = No response, no experience, not qualified
- 1 = Inadequate, fails to meet needs
- 2 = Fair, partially responsive
- 3 = Acceptable, meets minimum requirements
- 4 = Above average, exceeds minimum in some areas
- 5 = Extensive experience, excellent quality

	Score (0-5)	Weight	Points
Current DWS Unemployment Insurance Business Function Knowledge (20 points possible) 1. Knowledge of unemployment insurance (UI) business environment, UI laws, and UI regulations.		4	
Offeror's IT Skills (35 points possible) 1. Model interface data structures 2. Third party software and tools to interface with Versata 3. Document imaging technology and methodology 4. BMI imaging 5. Java 6. Oracle, SQL		1 1 1 2 1 1	
Demonstrated Experience (10 points possible) 7. Teamwork skills 8. Experience with other large software development projects.		1 1	
Cost - To be completed by Division of Purchasing (35 points possible)			
TOTAL SCORE:			

**CUBS Developer Technical Consulting Services
RFP EVALUATION SCORESHEET – Database Architect**

Firm Name:
Evaluator:
Date:

Score will be assigned as follows:

- 0 = No response, no experience, not qualified
- 1 = Inadequate, fails to meet needs
- 2 = Fair, partially responsive
- 3 = Acceptable, meets minimum requirements
- 4 = Above average, exceeds minimum in some areas
- 5 = Extensive experience, excellent quality

	Score (0-5)	Weight	Points
Current DWS Unemployment Insurance Business Function Knowledge (20 points possible) 1. Knowledge of unemployment insurance (UI) business environment, UI laws, and UI regulations.		2	
Offeror's IT Skills (35 points possible) 1. Data modeling in large projects 2. Oracle 9i 3. Oracle tools, including Oracle Designer 4. PLSQL 5. Instruct relational database 6. Knowledge of Versata development tools 7. Oracle and SQL performance tuning		1 1 1 1 1 1 1	
Demonstrated Experience (10 points possible) 8. Teamwork skills 9. Experience with other large software development projects.		1 1	
Cost - To be completed by Division of Purchasing (35 points possible)			
TOTAL SCORE:			

8. **State of Utah Modified Terms and Conditions:** The State of Utah plans to use the following State contract terms and conditions (T&C's) in any contracts that may result from this RFP. (There are additional Department of Workforce Services T&C's described in paragraph 9 of this RFP.) Vendor proposals must either: (1) indicate either vendor acceptance of the State T&C's as presented in this RFP, or (2) if the vendor is proposing different terms and conditions, the vendor proposal submitted in response to this RFP must specifically list word for word the vendor's proposed wording for the specific T&C change requested. If the vendor's proposed terms and conditions materially deviate from the State's proposed contract terms and conditions, the State of Utah reserves the right to reject the vendor's proposal for this reason, and make the contract award to the next highest scoring vendor's proposal. Minor deviations in contract terms and conditions proposed by vendors may be negotiated following issuance of the State's proposed contract award letter, which has been our practice in the past.

STATE OF UTAH MODIFIED TERMS AND CONDITIONS

(CHANGES HAVE BEEN MADE TO CLAUSE NO. 12,15,17 - ALL OTHER CLAUSES REMAIN UNCHANGED)

- 1 **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
- 2 **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3 **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
- 4 **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5 **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
- 6 **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
- 7 **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
- 8 **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the

Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

- 9 **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- 10 **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
- 11 **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 12 **TERMINATION:** Unless otherwise stated in the Department of Workforce Services Modified Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 13 **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
- 14 **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 15 **WARRANTY:** Deleted since this is a fee for hourly service contract for IT consulting services.
- 16 **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 17 **DELIVERY:** Deleted since this is a fee for hourly service contract for IT consulting services.
- 18 **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

- 19 **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
- 20 **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 21 **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 22 **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
- 23 **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 24 **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
- 25 **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Modified Terms and Conditions; 2. Attachment C: Department of Workforce Services Modified Terms and Conditions; 3. Contractor Terms and Conditions, if any.

(Revision date: July 5, 2005 and modified for DWS IT Consulting Contracts only as of 1/27/2006)

9. **Department of Workforce Services Modified Terms and Conditions:** The State of Utah plans to use the following Department of Workforce Services contract terms and conditions (T&C's) in any contracts that may result from this RFP. These are in addition to the State T&C's described previously in paragraph 8 of this RFP. Vendor proposals must either: (1) indicate either vendor acceptance of these Department of Workforce Services T&C's as presented in this RFP, or (2) if the vendor is proposing different terms and conditions, the vendor proposal submitted in response to this RFP must specifically list word for word the vendor's proposed wording for the specific T&C change requested. If the vendor's proposed terms and conditions materially deviate from the Department of Workforce Services proposed contract terms and conditions, the State of Utah reserves the right to reject the vendor's proposal for this reason, and make the contract award to the next highest scoring vendor's proposal. Minor deviations in contract terms and conditions proposed by vendors may be negotiated following issuance of the State's proposed contract award letter, which has been our practice in the past.

**DEPARTMENT OF WORKFORCE SERVICES
MODIFIED TERMS AND CONDITIONS**

(Note: Changes have been made to the DWS Standard T&C's clauses 10,13,15, 20, 23,33, 35, 37, 40,41 – All others remain unchanged)

1. **CONFLICT OF INTEREST:** The CONTRACTOR certifies, through the execution of the contract, that no person in its and the DEPARTMENT's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The CONTRACTOR will not hire or subcontract with any person having such conflicting interest.
2. **INDEPENDENT CONTRACTOR:** CONTRACTOR acknowledges by signing this contract that no Social Security, Federal, or State taxes will be withheld from payments under this Contract. However, payments under this contract may be taxable and an information return (IRS Form 1099) showing total contract payments made during the year will be sent to all contractors and to the Internal Revenue Services.
3. **COPYRIGHT:** The contractor agrees that any an all Deliverables prepared for the Department, to the extent to which it is eligible under copyright law in any country, shall be deemed a work for made for hire, such that all right, title and interest in the work and Deliverables reside with the Department. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State Government purposes, such software, modifications and documentation. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right title and interest, including but not limited to copyright patent, trademark and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to Department. Contractor further agrees to provide all assistance reasonably requested by Department in the establishment, preservation, and enforcement of its rights in such work and Deliverables, without any additional compensation to Department. Contractor agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the work and Deliverables, including without limitation any an all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.
4. **INSURANCE CLAUSE:** The CONTRACTOR agrees to provide and to maintain during the performance of the contract, at its sole expense, a policy of liability insurance naming the CONTRACTOR and the State of Utah as insured parties under the policy. Such insurance shall be amended to indicate that it is the primary coverage and not a contributing coverage for the DEPARTMENT. The limits of the policy shall be no less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate.
5. **RENEGOTIATION OR MODIFICATIONS:** No claim for services furnished by the CONTRACTOR not specifically authorized by this Contract will be allowed by the DEPARTMENT.
6. **ALLOWABLE COSTS AND PAYMENTS:** Payments to the CONTRACTOR shall be made by the DEPARTMENT after receipt of a monthly invoice submitted by the CONTRACTOR.

7. REDUCTION OF FUNDS: (N/A to Open-Ended Contracts): The maximum amount authorized by this contract shall be reduced or contract terminated if required by Federal/State law, regulation, or action or there is significant under utilization of funds, provided the CONTRACTOR shall be reimbursed for all services performed in accordance with this contract prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the CONTRACTOR. The DEPARTMENT will give the CONTRACTOR thirty (30) days notice of reduction.
8. CITING DEPARTMENT IN ADVERTISING: The CONTRACTOR agrees to give credit to the Department of Workforce Services for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with Public Information Officer for the Department.
9. DRUG-FREE WORKPLACE: The CONTRACTOR understands that the Department provides a drug-free workplace in accordance with all federal and state laws and regulations. The CONTRACTOR agrees to abide by the Department's drug-free workplace policies while on Department premises.
10. TERMINATION (FUND-OUT): The CONTRACTOR acknowledges that DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and the Department cannot guarantee funding under this contract since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this contract. Therefore, in the event that Department fails to receive appropriations then the Department may, by giving at least 30 days advance written notice, terminate this contract. DEPARTMENT will reimburse CONTRACTOR for services performed up through the date of cancellation.
11. CONTRACTOR ASSIGNMENT: Notwithstanding the DEPARTMENT's right to assign the rights or duties hereunder, the CONTRACTOR agrees and understands that this contract is based on the reputation of the CONTRACTOR, and this contract may not be assigned by the CONTRACTOR without the written consent of the DEPARTMENT. Any attempted assignment by the CONTRACTOR without the DEPARTMENT'S written consent shall be wholly void.
12. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The CONTRACTOR agrees that if during or subsequent to the contract CPA audit or DEPARTMENT OF WORKFORCE SERVICES Internal Review & Audit determines that payments were incorrectly reported or paid, the DEPARTMENT may amend the contract and adjust the payments. In contracts, which include a budget, CONTRACTOR expenditures to be eligible for reimbursement must be adequately documented. The CONTRACTOR will, upon written request immediately refund any overpayments determined by audit and for which payment has been made to the contractor, to the DEPARTMENT. The CONTRACTOR further agrees that the DEPARTMENT shall have the right to withhold any or all-subsequent payments under this or other contracts with the CONTRACTOR until recoupment of overpayment is made.
13. SERVICE CODE COST SUMMARY: Deleted since this is a fee for hourly service contract for IT consulting services.
14. LICENSING AND STANDARD COMPLIANCE: The CONTRACTOR currently meets all applicable licensing or other standards required by Federal and State laws or regulations and ordinances of the City/County in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for duration of this contract period. Failure to secure or maintain a license shall support a basis for cancellation of this contract.
15. GRIEVANCE PROCEDURE: Not applicable – this T&C clause is not relevant to this type of contract, and therefore was eliminated.
16. IMPOSITION OF FEES: The CONTRACTOR will not impose any fees upon clients given services under this contract except as authorized by the DEPARTMENT.

17. PROTECTION AND USE OF CLIENT RECORDS: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the DEPARTMENT's or the CONTRACTOR's responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, his attorney, or his responsible parent or guardian. The Contractor will be required to sign the Confidential Information Certification.
18. CONSULTATION/TECHNICAL ASSISTANCE: The DEPARTMENT will supply appropriate consultation/technical assistance as indicated/requested by the CONTRACTOR to assure satisfactory performance in providing the contracted services.
19. CODE OF CONDUCT: The CONTRACTOR agrees to follow and enforce the Department of Workforce Services Code of Conduct, Utah Administrative Code, R982-601-101 et seq. The CONTRACTOR assures that each employee or volunteer receives a copy of Code of Conduct. A signed statement to this effect must be in employee's/volunteer's file subject to inspection and review by the DEPARTMENT monitors.
20. THIRD-PARTY REIMBURSEMENT AND PROGRAM INCOME: OTHER CONTRACTS: Not applicable – this T&C clause is not relevant to this type of contract, and therefore was eliminated.
21. BILLINGS: Billings and claims for services must be received within twenty (20) days after the last date of service for the period billed including the final billing, which must be submitted within twenty (20) days after contract termination may be delayed or denied.
22. FINANCIAL/COST ACCOUNTING SYSTEM: The CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with generally accepted accounting principles. At a minimum, the CONTRACTOR's accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred under this contract are reasonable, allocable to contract objectives, and separate from costs associated with other business activities of the CONTRACTOR. The CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of four (4) years after the expiration of this contract. The CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this contract, it is subject to an assessment for over-payment.
23. CHANGES IN BUDGET (Cost Reimbursement Contracts Only): Deleted since this is a fee for hourly service contract for IT consulting services.
24. NON-FEDERAL MATCH: For those contracts requiring a non-federal match said match shall be in accordance with provisions of Title 45 CFR, Part 74, Sub-part C. Other funding sources may require different non-federal match amounts will be indicated within the Budget.
25. ADMINISTRATIVE EXPENDITURES: Total administrative expenditures (Category I) may not exceed fifteen percent of total program expenditures without prior written approval from DEPARTMENT OF WORKFORCE SERVICES, Executive Director.
26. CONTRACT RENEWAL: The CONTRACTOR agrees, for any contract issued as a result of an RFP/bid the DEPARTMENT shall unilaterally have the right to initiate renewal of such a contract, in accordance with the provisions of the RFP/bid at a level of funding to be decided at the time of renewal.
27. CONTRACTOR RELATIONSHIP: The relationship of the DEPARTMENT and the CONTRACTOR hereunder shall be that of an independent contractor. Under no circumstances shall an employee agent or representative of either party be represented as, or be deemed to be, an employee, agent or representative of the other party for any purpose whatsoever.
28. WARRANTIES: CONTRACTOR warrants that all services shall be performed in a professional and workmanlike manner consistent with best industry practice; and in accordance with the Work Statement.

CONTRACTOR agrees to abide by all applicable laws, regulations, and industry standards when performing services for the DEPARTMENT.

29. TERMINATION UPON DEFAULT: In the event this contract is terminated as a result of a default by the CONTRACTOR, the DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as the DEPARTMENT deems appropriate, services similar to those terminated, and CONTRACTOR shall be liable to the DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by the DEPARTMENT in obtaining similar services.
30. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT (GRAMA): The Contractor should be aware that all documents produced from this contract will be subject to the State's Access to Public Records policy, Title 63, Chapter 2, U.C.A.
31. CONTRACTOR'S RESPONSIBILITIES: The Department will enter into contractual contract with the CONTRACTOR only. The CONTRACTOR shall be responsible for all services as required by the RFP/bid.
32. HUMAN SUBJECTS RESEARCH: The CONTRACTOR shall not conduct research-involving employees of the DEPARTMENT or individuals receiving services (whether direct or contracted) from the DEPARTMENT.
33. METHOD AND SOURCE OF CONTRACTOR PAYMENT: Deleted since this is a fee for hourly service contract for information technology consulting services.
34. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the DEPARTMENT, the CONTRACTOR's record keeping practices and/or reporting to the DEPARTMENT are not conducted in a timely and satisfactory manner, the DEPARTMENT may withhold part or all payments under this or any other contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, the DEPARTMENT agrees to notify the CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
35. FINANCIAL REPORTING: Deleted since this is a fee for hourly service contract for IT consulting services.
36. MONITORING: The DEPARTMENT will monitor the service given by the CONTRACTOR for each eligible client and the results obtained using this contract and the attached goals and service objectives and methods as criteria.
37. DEPARTMENT COST PRINCIPLES: Deleted since this is a fee for hourly service contract for IT consulting services.
38. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is Department of Workforce Services' policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
39. RELATED PARTIES: The CONTRACTOR shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the DEPARTMENT. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service contracts, or payments under purchase, lease, or rental contracts. Payments made by the CONTRACTOR to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a contract; The CONTRACTOR shall be defined to include all owners, partners, directors, and officers of the CONTRACTOR or others with authority to establish policies and make decisions for the CONTRACTOR.

Persons and/or organizations shall be considered related parties when any of the following conditions exist:

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to CONTRACTOR through blood or

marriage, as defined by U.C.A., Section 52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, or daughter-in-law.

An organization has in common with the CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The CONTRACTOR is obligated to immediately call any contemplated or actual related party payment to the attention of the DEPARTMENT. Upon notification of related party payment, the DEPARTMENT may, at its discretion, require that the CONTRACTOR undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford the DEPARTMENT a satisfactory level of quality and cost. Any related party payments contemplated under this contract are specified as follows: (if none, please so state).

40. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA: Deleted since this is a fee for hourly service contract for IT consulting services.
41. PAYMENT RATES (Does Not Apply to Contracts With DEPARTMENT OF WORKFORCE SERVICES Set Rates): Deleted since this is a fee for hourly service contract for IT consulting services.
42. EQUAL OPPORTUNITY CLAUSE: Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:

Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.